

**LEXTEL, LLC**  
333 West Vine Street, Suite 211  
Lexington, Kentucky 40507

**DATA COMMUNICATION SERVICES TARIFF**

Regulations and Schedule of Intrastate Rates  
and Charges Applying to Competitive Data Communication  
Services for Customers Within the State of Kentucky.

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ISSUED: September 15, 2005

Issued by: Liz Thacker, Vice President  
LexTel, LLC  
333 West Vine Street, Suite 333  
Lexington, Kentucky 40507

**PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE  
10/15/2005**

**PURSUANT TO 807 KAR 5-011  
EFFECTIVE: October 15, 2005  
SECTION 9 (1)**

By



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CHECK SHEET

The Title Page and pages listed below of this tariff are effective as of the date shown. Revised sheets contain all changes from the original tariff that are in effect as of the date indicated.

SHEET	REVISION		SHEET	REVISION		SHEET	REVISION
1	Original	*	31	Original	*		
2	Original	*	32	Original	*		
3	Original	*	33	Original	*		
4	Original	*	34	Original	*		
5	Original	*	35	Original	*		
6	Original	*	36	Original	*		
7	Original	*	37	Original	*		
8	Original	*	38	Original	*		
9	Original	*	39	Original	*		
10	Original	*	40	Original	*		
11	Original	*	41	Original	*		
12	Original	*	42	Original	*		
13	Original	*	43	Original	*		
14	Original	*	44	Original	*		
15	Original	*	44.1	Original	*		
16	Original	*	45	Original	*		
17	Original	*	46	Original	*		
18	Original	*	47	Original	*		
19	Original	*	48	Original	*		
20	Original	*	49	Original	*		
21	Original	*	50	Original	*		
22	Original	*	51	Original	*		
23	Original	*	52	Original	*		
24	Original	*					
25	Original	*					
26	Original	*					
27	Original	*					
28	Original	*					
29	Original	*					
30	Original	*					

\* Indicates page included with this filing.

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EXPLANATION OF SYMBOLS

The following symbols shall be used in this tariff for the purpose indicated below:

- |   |  |
|---|--|
| C | To signify changed regulation.                                   |
| D | To signify discontinued rate or regulation.                      |
| I | To signify increased rate.                                       |
| M | To signify a move in the location of text.                       |
| N | To signify new rate or regulation.                               |
| R | To signify reduced rate.   |
| T | To signify a change in text but no change in rate or regulation. |

TARIFF FORMAT

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Each page is numbered sequentially. However, a new page is occasionally added to the Tariff. When a new page is added between those already in effect, a decimal is added. For example, a new page added between page 15 and page 16 would be page 15.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Kentucky Public Service Commission. For example, the 4th Revised Page 15 Cancels the 3rd Revised Page 15.
- C. Paragraph Numbering Sequence - Each level of paragraph numbering herein is subservient to its next higher level as shown:

2  
2.1  
2.1.1  
2.1.1.A  
2.1.1.A.1

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APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of Data Communication Services by LexTel, LLC, hereinafter referred to as the Company, to customers within the State of Kentucky.

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DEFINITIONS

Certain terms used generally throughout this tariff are defined below.

Advance Payment: Part or all of a payment required before the start of service.

Authorized User: A person, firm corporation, or any other entity authorized by the Customer to communicate utilizing the Company's service.

Commission: Kentucky Public Service Commission.

Company: LexTel, LLC, the issuer of this tariff.

Customer or Subscriber: The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the Company's regulations.

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DEFINITIONS

ILEC: Incumbent Local Exchange Company.

Joint User: A person, firm or corporation that is designated by the Customer as a user of services furnished to the Customer by Company and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified herein.

LATA: A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

Nonrecurring Charges or NRCs: One-time charges most often associated with installation, ordering, or account establishment.

Recurring Charges (MRCs): The monthly charges to the Customer for services, facilities and equipment, that continue for the agreed upon duration of the service.

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DEFINITIONS

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service that does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

Service Order: The written request for Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

User or End User: A Customer, Joint User, or any other person authorized by a Customer to use service provided under this tariff.

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REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the State of Kentucky.

Customers and users may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities described herein, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

2.1.2 Shortage of Equipment or Facilities

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to any other cause beyond the Company's control.
- B. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.3 General Terms and Conditions

- A. Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- B. Customers may be required to enter into written Service Orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C. At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then-current rates unless terminated by either party upon thirty (30) days' written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the Service Order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.

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REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company

- A. The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- B. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

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REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

- C. The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.
- D. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- E. The Company does not guarantee nor make any warranty with respect to installations it provides for use in a hazardous environment. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, condition, location, or use of any installation so provided.
- F. The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- G. The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.

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REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

- H. The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- I. The Company makes no warranties or representations, express or implied either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- J. The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, changing or removing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this tariff (calculated on a proportionate basis where appropriate, at the sole discretion of the Company) to the period during which such error, mistake, omission, interruption or delay occurs.
- K. In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including, without limitation, lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.
- L. The Company is not liable for damages arising from errors or omissions in the making up or printing of directories, in the submission or specification of listing information for purposes of Directory Assistance or other industry databases, or in accepting listings as presented by the Customer.
- M. The Company is not liable for any act or omission of any other communications provider which furnishes a portion of the service.

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REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

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REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.6 Provision of Equipment and Facilities

- A. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of, and compliance by the Customer with, the regulations contained in this tariff. Company liability for any delays in commencing service to any Customer is set forth in Section 2.1.4 herein.
- B. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- D. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided by the Company.

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REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.6 Provision of Equipment and Facilities (Cont'd)

- E. The Customer shall be responsible for the payment of a Premises Visit Charge as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including, but not limited to, the Customer.
- F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
1. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
  2. the reception of signals by Customer-provided equipment.

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REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.7 Universal Emergency Telephone Number Service (911, E911)

- A. This Tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects, or malfunctions in the service, nor does the Company undertake such responsibility.
- B. 911 information consisting of the names, addresses and telephone numbers of all telephone customers is confidential. The Company will release such information only after a 911 call has been received, on a call by call basis, only for the purpose of responding to an emergency call in progress.
- C. The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point.
- D. After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.

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REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.7 Universal Emergency Telephone Number Service (911, E911), (Cont'd)

- E. The Company assumes no liability for any infringement, or invasion of any right of privacy of any person or persons caused, or claimed to be caused, directly or indirectly by the use of 911 service. Under the terms of this tariff, the Public Safety Agency must agree, (except where the events, incidents, or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct), to release, indemnify, defend and hold harmless the Company from any and all losses or claims whatsoever, whether suffered, made, instituted, or asserted by the Public Safety Agency or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the customer or others. Under the terms of this tariff, the Public Safety Agency must also agree to release, indemnify, defend and hold harmless the Company for any infringement of invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion, or use of 911 service features and the equipment associated therewith, or by any services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone used by the party or parties accessing 911 service hereunder, and which arise out of the negligence or other wrongful act of the Public Safety Agency, its user, agencies or municipalities, or the employees or agents of any one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or agents.

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REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.8 Non-routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

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REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.9 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Charges for special construction will be developed on an individual case basis (ICB). Special construction is that construction undertaken:

- A. where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- B. of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. in a quantity greater than that which the Company would normally construct;
- E. on an expedited basis;
- F. on a temporary basis until permanent facilities are available;
- G. involving abnormal costs; and/or
- H. in advance of its normal construction.

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REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.10 Ownership of Facilities

- A. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code.
- B. Title to all facilities utilized by the Company to provide service under the provisions of this tariff shall remain with the Company, its partners, agents, contractors or suppliers. Such facilities shall be returned to the Company, its partners, agents, contractors or suppliers by the Customer, whenever requested, within a reasonable period following the request in original condition, reasonable wear and tear expected.

2.2 Prohibited Uses

- 2.2.1. The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Kentucky Public Service Commission regulations, policies, orders, and decisions.
- 2.2.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- 2.2.4 A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company.

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REGULATIONS

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

- A. the payment of all applicable charges pursuant to this tariff;
- B. damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer, or the noncompliance by the Customer, with these regulations, or by fire or theft or other casualty on the Customer Premises, unless caused by the gross negligence or intentional misconduct of the employees or agents of the Company;
- C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

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REGULATIONS

2.3 Obligations of the Customer (Cont'd)

2.3.1 General (Cont'd)

- D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the point where the cable enters the building or crosses the property line to the location of the equipment space described in 2.3.1.C. Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
- E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work;

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REGULATIONS

2.3 Obligations of the Customer (Cont'd)

2.3.1 General (Cont'd)

- F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1.D; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G. not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities; and
- H. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer, such agreement not to be reasonably withheld or denied. No allowance will be made for the period during which service is interrupted for such purposes.

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REGULATIONS

2.3 Obligations of the Customer (Cont'd)

2.3.2 Claims

With respect to any service or facility provided by the Company, Customers shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including attorneys' fees, for:

- A. any loss, destruction or damage to the property of the Company or any third party, or death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- B. any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

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REGULATIONS

2.4 Customer Equipment and Channels

2.4.1 General

A User may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A User may transmit any form of signal that is compatible with the Company's equipment, but the Company does not represent that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

2.4.2 Station Equipment

- A. Terminal equipment on the User's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company point of connection.
- B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

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REGULATIONS

2.4 Customer Equipment and Channels (Cont'd)

2.4.3 Interconnection of Facilities

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. Communication services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers that are applicable to such connections.
- C. Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission, and all User-provided wiring shall be installed and maintained in compliance with applicable regulations.

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REGULATIONS

2.4 Customer Equipment and Channels (Cont'd)

2.4.4 Inspections

- A. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth herein for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

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REGULATIONS

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Users authorized by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state, federal and 911 taxes, charges or surcharges, however designated, excluding taxes on Company's net income, imposed on or based upon the provision, sale or use of Network Services.

2.5.2 Billing and Collection of Charges

- A. Nonrecurring charges are due and payable from the Customer within 30 days after the invoice date, unless otherwise agreed to in advance.
- B. The Company shall present invoices for Recurring Charges monthly to the Customer, generally in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the invoice date. When billing is based on customer usage, charges will be billed monthly for the preceding billing periods. All services identified herein as "prepaid" the customer is required to maintain a payment schedule of (1) month in advance.
- C. When service does not begin on the first day of the billing period, or end on the last day of the billing period, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days. For services identified herein as "prepaid" there is no prorating.

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REGULATIONS

2.5 Payment Arrangements (Cont'd)

2.5.2 Billing and Collection of Charges (Cont'd)

- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E. A 1.5% late payment penalty will be assessed if a customer fails to pay a bill for services by the due date shown on the customer's bill. The penalty will be assessed only once on any bill for rendered services. Any payment received shall first be applied to the bill for service rendered. Additional penalty charges shall not be assessed on unpaid penalty charges.
- F. The Customer will be assessed a charge of twenty-five dollars (\$25.00), or the actual fee incurred by Company from a bank or financial institution, for each check submitted by the Customer to the Company which a financial institution refuses to honor.
- G. If service is disconnected by the Company in accordance with Section 2.5.5 and later reinstalled, service will be subject to all applicable installation charges. If service is suspended by the Company and later restored, service will be subject to all applicable restoration charges.

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REGULATIONS

2.5 Payment Arrangements (Cont'd)

2.5.3 Advance Payments

An applicant for service or facilities may be required to pay in advance of installation an amount not to exceed applicable service connection, installation or other nonrecurring charges plus charges for one month of service. Where construction charges are applicable the payment thereof may be required in advance of start of construction.

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REGULATIONS

2.5 Payment Arrangements (Cont'd)

2.5.4 Deposits

- A. Any applicant who is unable to establish a satisfactory credit standing with the Company or any subscriber whose credit standing has become impaired may also be required to deposit a sum up to an amount equal to either the charge for two months' local service or the charge for the estimated toll messages during a like period. Any such deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.
- B. Interest shall accrue at a rate of six percent annually. The interest will be applied as a credit to the customer's bill or will be paid to the customer on an annual basis.
- C. The fact that a deposit has been made in no way relieves the applicant or subscriber from complying with the Company's regulations as to advance payments and the prompt payment of bills on presentation or constitutes a waiver or modification of the regular practices of the Company providing for the discontinuance of service for non-payment of any sums due the Company.

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REGULATIONS

2.5 Payment Arrangements (Cont'd)

2.5.5 Refusal or Termination of Service

- A. The Company may refuse or terminate service to a customer under the following conditions:
1. For noncompliance with the Company's tariffed rules or commission administrative regulations. The Company may terminate service for failure to comply with applicable tariffed rules or commission administrative regulations pertaining to that service. However, the Company will not terminate or refuse service to any customer for noncompliance with its tariffed rules or commission administrative regulations without first having made a reasonable effort to obtain customer compliance. After such effort by the Company, service may be terminated or refused only after the customer has been given at least ten (10) days written termination notice pursuant to commission administrative regulation.
  2. For dangerous conditions. If a dangerous condition relating to the Company's service which could subject any person to imminent harm or result in substantial damage to the property of the Company or others, is found to exist on the customer's premises, the service shall be refused or terminated without advance notice. The Company will notify the customer immediately in writing and, if possible, orally of the reasons for the termination or refusal. Such notice will be recorded by the Company and will include the corrective action to be taken by the customer or Company before service can be restored or provided. However, if the dangerous condition can be effectively isolated or secured from the rest of the system, the Company will discontinue service only to the affected piping or appliance.
  3. For refusal of access. When a customer refuses or neglects to provide reasonable access to the premises for installation, operation, maintenance or removal of Company property, the Company may terminate or refuse service. Such action shall be taken only when corrective action negotiated between the Company and customer has failed to resolve the situation and after the customer has been given at least ten (10) days' written notice of termination pursuant to commission administrative regulation.

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REGULATIONS

2.5 Payment Arrangements (Cont'd)

2.5.5 Refusal or Termination of Service (Cont'd)

A. (Cont'd)

4. For outstanding indebtedness. Except as provided in commission administrative regulation, the Company shall not be required to furnish new service to any customer who is indebted to the Company for service furnished or other tariffed charges until that customer has paid his indebtedness.
5. For noncompliance with state, local or other codes. The Company may refuse or terminate service to a customer if the customer does not comply with state, municipal or other codes, rules and administrative regulations applying to such service. The Company may terminate service pursuant to this section only after ten (10) days' written notice is provided pursuant to commission administrative regulation, unless ordered to terminate immediately by a governmental official.
6. For nonpayment of bills. The Company may terminate service at a point of delivery for nonpayment of charges incurred for Company service at that point of delivery; however, the Company will not terminate service to any customer for nonpayment of bills for any tariffed charge without first having mailed or otherwise delivered an advance termination notice which complies with the requirements of commission administrative regulation.

The Company, when proposing to terminate customer service for nonpayment, will mail or otherwise deliver to that customer five (5) days' written notice of intent to terminate. Except for services identified herein as "prepaid", under no circumstances will service be terminated before twenty (20) days after the mailing date of the original unpaid bill.

For services identified herein as "prepaid" the customer is required to maintain a payment schedule of (1) month in advance to avoid termination of service.

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REGULATIONS

2.5 Payment Arrangements (Cont'd)

2.5.5 Refusal or Termination of Service (Cont'd)

A. (Cont'd)

7. For illegal use or theft of service. The Company may terminate service to a customer without advance notice if it has evidence that a customer has obtained unauthorized service by illegal use or theft. Within twenty-four (24) hours after such termination, the Company will send written notification to the customer of the reasons for termination or refusal of service upon which the Company relies, and of the customer's right to challenge the termination by filing a formal complaint with the commission. This right of termination is separate from and in addition to any other legal remedies which the Company may pursue for illegal use or theft of service. The Company shall not be required to restore service until the customer has complied with all tariffed rules of the Company and laws and administrative regulations of the commission.

B. The Company will not terminate service to a customer if the following conditions exist:

1. If payment for services is made. If, following receipt of a termination notice for nonpayment but prior to the actual termination of service, there is delivered to the Company office payment of the amount in arrears, service will not be terminated.
2. If a payment agreement is in effect. Service will not be terminated for nonpayment if the customer and the Company have entered into a partial payment plan in accordance with commission administrative regulation and the customer is meeting the requirements of the plan.

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REGULATIONS

2.5 Payment Arrangements (Cont'd)

2.5.5 Refusal or Termination of Service (Cont'd)

B. (Cont'd)

3. If a medical certificate is presented. Service will not be terminated for thirty (30) days beyond the termination date if a physician, registered nurse or public health officer certifies in writing that termination of service will aggravate a debilitating illness or infirmity on the affected premises. The Company may refuse to grant consecutive extensions for medical certificates past the original thirty (30) days unless the certificate is accompanied by an agreed partial payment plan in accordance with commission administrative regulation. The Company will not require a new deposit from a customer to avoid termination of service for a thirty (30) day period who presents to the Company a medical certificate certified in writing by a physician, registered nurse or public health officer.

- C. The termination notice requirements of this section will not apply if termination notice requirements to a particular customer or customers are otherwise dictated by the terms of a special contract between the Company and customer which has been approved by the commission.

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REGULATIONS

2.5 Payment Arrangements (Cont'd)

2.5.6 Cancellation of Application for Service

Applications for service cannot be canceled without the Company's agreement. Where the Company permits a Customer to cancel an application for service prior to the start of service or prior to any special construction, charges will be imposed as described herein.

- A. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levied against the Company that would have been chargeable to the Customer had service commenced.
- B. In addition to those charges specified in Section 4, where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- C. The special charges described herein will be calculated and applied on a case-by-case basis.

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REGULATIONS

2.5 Payment Arrangements (Cont'd)

2.5.7 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

2.6 Adjustments and Allowances for Interruptions

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.1.4 herein. It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Company's terminal.

2.6.1 Limitation on Allowances

No credit allowance will be made for:

- A. Interruptions due to the negligence of, or noncompliance with the provisions of this tariff by the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
- B. Interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;

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REGULATIONS

2.6 Adjustments and Allowances for Interruptions (Cont'd)

2.6.1 Limitation on Allowances (Cont'd)

- C. Interruptions due to the failure or malfunction of non-Company equipment;
- D. Interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- E. Interruptions of service during any period in which the Customer continues to use the service on an impaired basis;
- F. Interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; and
- G. Interruption of service due to circumstances or causes beyond the control of the Company.

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REGULATIONS

2.7 Cancellation of Service

If a Customer terminates services before the completion of the term commitment for any reason whatsoever other than a service interruption (as defined in Section 2.6 above), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.

Customer's termination liability for cancellation of service shall be equal to:

- 2.7.1 all unpaid Non-Recurring charges reasonably expended by Company to establish service to Customer; plus
- 2.7.2 any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer; plus
- 2.7.3 all Recurring Charges specified in the applicable Service Order for the balance of the then-current term commitment discounted at a rate determined by the Commission;
- 2.7.4 minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

Alternatively the Company may assess a charge equal to the difference between the monthly rate for the selected term plan and the monthly rates for the longest term plan that Customer could have satisfied prior to early discontinuance of service plus any waived or reduced nonrecurring charges in connection with the term plan.

2.8 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:


- 2.8.1 to any subsidiary, parent company or affiliate of the Company; or
- 2.8.2 pursuant to any sale or transfer of substantially all the assets of the Company; or
- 2.8.3 pursuant to any financing, merger or reorganization of the Company.

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REGULATIONS

2.9 Notices and Communications

- 2.9.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.9.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.9.3 All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.9.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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Lexington, Kentucky 40507

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10/15/2005

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REGULATIONS

2.10 Taxes, Surcharges and Fees

2.10.1 All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items on the Customer's bill and are not included in the quoted rates and charges set forth in this tariff. To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a gross receipts tax, sales tax, occupation tax, license tax, permit fee, rights-of-way fee, franchise fee, or other regulatory fee or tax, such fees and taxes shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government. It shall be the responsibility of the Customer to pay any such taxes and fees that subsequently become applicable retroactively.

2.10.2 Kentucky Universal Service Fund (KUSF)

In order to support funding of LifeLine service to low-income consumers, the Company will collect a monthly Kentucky LifeLine Support charge from its Customers for each local line provided by the Company. The charge per line is \$0.08 per month.

2.10.3 Kentucky Telecommunications Relay Service / Telecommunications Devices for the Deaf Distribution Surcharge

In order to support funding of Kentucky TRS/TDD Surcharge for the deaf, the Company will collect a monthly support charge from its Customers for each local line provided by the Company. The charge per line is \$0.10 per month.

2.10.4 The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs.

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REGULATIONS

2.11 Customer Complaints and/or Billing Disputes

Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

LexTel, LLC  
333 West Vine Street, Suite 333  
Lexington, Kentucky 40507  
Telephone: 859-255-1928  
Toll Free: 877-835-1928

If after investigation and review by the Company, a disagreement remains as to the disputed amount, the Customer may file an appropriate complaint with the Kentucky Public Service Commission at:

Commonwealth of Kentucky  
Public Service Commission  
211 Sower Boulevard, PO Box 615  
Frankfort, Kentucky 40602-0615  
800-772-4636

2.12 Tests, Pilots, and Contests

The Company may conduct special tests or pilot programs at its discretion to demonstrate the ease of use and quality of service. The Company may also waive a portion of or all processing fees or installation fees for winners of contests sponsored or endorsed by the Company. From time to time, the Company may waive all processing fees for a Customer.

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REGULATIONS

2.13 Bill Format

Bills rendered to Customers by LexTel will contain the following information:

<b>Billing Entity Name:</b>	<b>LexTel, LLC</b>
Toll Free Customer Service Number:	(877) 835-1928
Date of Bill Rendering	Company Name
Service Dates	Current Amount Due
Due Date	Past Due Date
Past Due Amount (if applicable)	Past Due Penalties (if applicable)
Local Service Information	Miscellaneous Service Information
Date and Time of Each call	Originating location and terminating number
Call duration	Call type
Total Charges per Call	Total Charges for Company Services
Taxes	

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DESCRIPTION OF SERVICE

3.1 General

LexTel will provide Data Communication Service in the State of Kentucky as specified herein. LexTel will provide services over its own facilities or will utilize the facilities, in whole or in part, of other telecommunications companies.

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DESCRIPTION OF SERVICE

3.2 High-Speed Data Services

- 3.2.1 The Company, at its discretion, may provide intrastate high-speed data services with transmission speeds ranging from 2.4 Kbps to 2.4 Gbps. High-speed data services are offered on a point-to-point basis. Dedicated high-speed data service is dedicated to a single Customer and the entire usable bandwidth for each service is available to that Customer for their exclusive use.
- 3.2.2 All high-speed data services, if offered, will be provided and priced on an individual case basis.

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RATES

4.1 High-Speed Data Services

*(see sections 5.1 through 5.3)*

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SPECIAL ARRANGEMENTS

5.1 Individual Case Basis (ICB) Arrangements

Special arrangements may be undertaken on a reasonable effort basis at the request of the Customer. Special arrangements include any service or facility relating to a regulated telecommunications service not otherwise specified under this tariff or any applicable contract, or for the provision of service on an expedited basis or in some other manner different from the normal tariff or contract conditions. Appropriate recurring charges and/or nonrecurring charges and other terms and conditions will be developed for the Customer for the provisioning of such arrangements. All ICB arrangements will be in writing and filed with the Commission.

5.2 Contract Pricing

At the option of the Company, services may be offered on a contract basis to meet specialized pricing requirements of the Customer not contemplated by this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein and waiver of recurring, nonrecurring, or usage charges. The terms of the contract may be based partially or completely on the term and revenue commitment, mixture of services, or other distinguishing features. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering to the first contract Customer as specific in each individual contract. All contracts will be in writing and filed with the Commission.

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SPECIAL ARRANGEMENTS

5.3 Promotional Programs

The Company may, from time to time, offer services in this tariff at special promotional rates and/or terms. Promotional offerings will have an ending date. All rates and terms contained in this tariff shall continue to apply unless specifically addressed in the promotional agreements. All promotions will be in writing and filed with the Commission.

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